Supreme Court, U.S.
FILED

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No. _____

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In The
SUPREME COURT OF THE UNITED STATES
October Term, 1995

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GEORGE EAMES & PATSY SMOTHERS EAMES
IN PROPER PERSON,

Petitioners,

vs

UNITED STATES OF AMERICA
SMALL BUSINESS ADMINISTRATION

Respondent

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Petition for Writ of Certiorari
To The United States Supreme Court
For the Fifth Circuit

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# PETITION FOR WRIT OF CERTIORARI

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George Eames & Patsy Smothers Eames
In Proper Person
1245 La. Avenue
Ferriday, La. 71334
(318) 757-3029

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## QUESTIONS PRESENTED

1. Must a Trial or Court of Appeal follow the plain language of a final judgment?

2. Can a Trial Judge ignore the plain language of a final judgment?

3. Is the U. S. Government bound by the plain language of its sale notice?

## LIST OF PARTIES

The parties to the proceedings are:

***Petitioners:***

George Eames and Patsy Smothers Eames.

***Respondent:***

United States of America
Small Business Administration

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## TABLE OF AUTHORITIES

1. Judgment of U.S. District Court, Western District of Louisiana (See Attached).

## STATEMENT OF JURISDICTION

The Court has jurisdiction to review a final decision of the United States Court of Appeals for the Fifth Circuit pursuant to 28 U.S.C. s 1254 (1).

Jurisdiction in the District Court was invoked under 42 U.S.C. s 205(g), which court issued a final judgment on the merits on April 29, 1994. On February 15, 1995, George Eames and Patsy Smothers Eames entered a timely motion to enforce the final judgment dated April 29, 1994. The District Judge issued a ruling on May 10, 1995, denying the final judgment.

Petitioners filed a timely notice of appeal to the Fifth Circuit Court of Appeals on July 12, 1995. The Circuit Judges denied the Eames' request for relief on November 28, 1995.

## STATEMENT OF THE CASE

### A. Procedural History

George Eames and Patsy Smothers Eames had title to and mortgaged a certain piece of property to Small Business Administration in 1979. The notes were paid promptly for five years until the economy made it impossible for the Eames' to continue payments.

SBA did not accellerate any payments and, consequently, three payments prescribed. In 1993, Small Business Administration instituted a lawsuit and the District Court ruled all but two payments were prescribed.

There was a judgment issued with a personal judgment against George Eames and Patsy Smothers Eames for $42,000.00 plus interest. The judgment clearly stated that the personal judgment against George Eames and Patsy Smothers Eames was to be paid out of the proceeds from the seizure and sale of the property. After the personal judgment was paid, SBA could apply any left-over funds to the "in rem" judgment.

SBA sold the property and refused to credit any funds to the personal judgment of George Eames and Patsy Smothers Eames contrary to what the judgment stated.

Counsel for SBA wrote the judgment. He stated he accepted full responsibility for drafting the judgment and that it was backwards to what he intended to write. Counsel for SBA never filed a Rule 60 to have it changed; the absolute time had expired for doing so.

The Court of Appeal refused to apply the plain language of the final District Court judgment and refused even to publish its opinion. Therefore, the Eames' are appealing to the Supreme Court of the United States to have this final judgment dated April 29, 1994 enforced.

## REASONS FOR GRANTING THE WRIT

A clear final judgment was signed by the District Court. The judgment set forth clearly the amount owed by the Eames'. The judgment ordered a sale of property with the procedure to be applied to the Eames' personal liability.

The United States of America, acting by and through the Small Business Administration, had a writ issued, advertised the property for sale and the property sold for enough to satisfy the Eames' personal judgment.

Contrary to the final judgment on which no Rule 60 had even been filed, the SBA, Trial Court and the Court of Appeals refused to follow the plain language of the final judgment.

A citizen of the United States of America should and must be able to rely on the plain language of the judgments signed by its courts. The Courts belong to the citizens and access to the courts should not be limited to lawyers or special groups only. Once a court expresses its will in writing and no motions have been filed to allege error or mistake, that court must be required to enforce its judgment as written.

If every citizen has to have an interpreter to explain that the court did not mean to say what it said, how can any judgment ever be final and how can any citizen know what a court has ordered.

There was a judgment issued and signed April 29, 1994, which was filed in the Courthouse in Concordia Parish, Louisiana. A writ was issued on July 28, 1994, and the Marshal set the sale for December 7, 1994.

George Eames mailed a letter on January 10, 1995, asking Mr. Robert Thrall to release the judgment against George Eames and Patsy Smothers Eames and reimburse the Eames' for ASCS payments. On January 20, 1995, Mr. Thrall answered declining to release the judgment against George Eames and Patsy Smothers Eames. A Motion to Show Cause was filed by George Eames and Patsy Smothers Eames on February 15, 1995. This was brought before the Honorable Judge Little on March 30, 1995. Honorable Judge Little issued a ruling on May 10, 1995, contrary to the final judgment of April 29, 1994. We asked the SBA to show cause why the judgment against George Eames and Patsy Smothers Eames should not be cancelled due to the credits from the Marshal's sale. This final judgment, which was 336 days old, could not be changed by a District Judge. The District Judge must comply with his judgment as well as the SBA.

The District Court did not give a ruling on the Motion To Show Cause. No evidence was put on to show that the judgment had any flaws. The judgment very clearly explains that the proceeds of the sale were to be first used to pay and

satisfy the judgment of George Eames and Patsy Smothers Eames. The Court attempted to revise the judgment after our land was sold under the judgment and cannot do so.

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## ORAL ARGUMENT

**GEORGE EAMES and PATSY SMOTHERS EAMES** ask this Honorable Supreme Court to grant us the pleasure of oral argument.

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## CONCLUSION

The decisions of the District Court on the sale to cancel the judgment conflict with the final judgment signed by the District Court. The District Court or a Court of Appeals cannot change a final judgment on which no Rule 60 has been timely asked for. This Court should accept responsibility and instruct the District Court to follow the final judgment it rendered and cancel as paid the personal judgment against the Eames'.

Dated this 20th day of March, 1996.

Respectfully Submitted,

George Eames

George Eames
In Proper Person

Patsy Smothers Eames

Patsy Smothers Eames
In Proper Person

1245 La. Avenue
Ferriday, La. 71334
(318) 757-3029

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA

Civil Action No. 93-0916
**George EAMES, Patsy Smothers EAMES,**
**Plaintiffs-Appellants,**
**v.**

**UNITED STATES OF AMERICA**
**SMALL BUSINESS ADMINISTRATION**
**Defendant-Appellee**

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JUDGMENT

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(Filed April 29, 1994)

This cause having come on regularly to be heard on Motion for Summary Judgment filed on behalf of Plaintiff, the United States of America, the court considering the law and evidence being in favor thereof:

**IT IS ORDERED, ADJUDGED AND DECREED** that there be judgment in favor of Plaintiff, the United States of America, and against the defendants, **GEORGE EAMES** and **PATSY SMOTHERS EAMES**, jointly, severally, and in solido for the principal sum of $42,709.96 and interest of

$9,987.12 accrued through April 15, 1994, with additional interest accruing thereafter at a daily rate of $7.83 until entry of judgment, and at the post-judgment rate thereafter of 3.51% per annum as provided by law until payment in full;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said hereinabove described property be seized and sold by the United States Marshal for the Western District of Louisiana, at public auction, with appraisement, for cash, to the highest bidder, and that out of the proceeds of said sale Plaintiff be paid by preference and priority over all other persons whomsoever, the amount of the claim with interest; and that the amount realized from said sale be credited "pro tanto" upon the amount of the judgment herein and if not sufficient to pay and discharge the same, the unpaid balance of said judgment to be enforceable in accordance with law and against any and all property belonging to the Defendants herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there be judgment in favor of Plaintiff, the United States of America, and against the defendants, GEORGE EAMES and PATSY SMOTHERS EAMES, in rem for the full amount of the claim of the United States of America for the principal sum of $95,271.25, plus accrued interest through April 15, 1994, in the amount of $28,386.34, with additional interest accruing thereafter at a daily rate of $7.83 until entry of judgment, and at the post-judgment rate

thereafter of 3.51% per annum as provided by law until payment in full with full recognition of Plaintiff's special mortggage, lien and privilege upon the property described in Exhibit A attached hereto; provided, however, any sum recovered from Defendants personally shall be applied as a credit in reducttion of this in rem judgment first against accrued interest and then principal.

Finally, IT IS ORDERED that plaintiff have judgment for all costs of this proceeding.

JUDGMENT RENDERED AND SIGNED in Alexandria, Louisiana, this 29th day of April, 1994.

By: /s/ Judge Little
Judge Little
United States District Judge

App. 4

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
**Judge Little, United States Judge**

Civil Action No. 93-0916

**GEORGE EAMES and PATSY SMOTHERS EAMES,**
**Plaintiffs-Appellants;**

**v.**

**UNITED STATES OF AMERICA**
**SMALL BUSINESS ADMINISTRATION**
**Defendant-Appellee.**

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## WRIT OF EXECUTION

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(Filed July 28, 1994)

**YOU ARE HEREBY COMMANDED**, that of the goods and chattels, lands and tenements in your district belonging to:

**GEORGE EAMES AND PATSY SMOTHERS EAMES;**

you cause to be made and levied as well a certain debt of: Principal $137,981.21; Additional interest through 4-15-94 $38,373.46, Costs: Clerk $120.00 & U.S. Marshal, in the

United States District Court for the Western District of Louisiana, before the Judge of the said Court by the consideration of the same Judge lately recovered against the said, **GEORGE EAMES and PATSY SMOTHERS EAMES** and also the costs that may accrue under this writ.

And that you have above listed moneys at the place and date listed below; and that you bring this writ with you.

**PLACE:** **UNITED STATES DISTRICT COURT**
**DISTRICT:** **WESTERN DISTRICT OF LOUISIANA**
**CITY:** **ALEXANDRIA**
**DATE:** **ONE YEAR FROM DATE HEREOF**

**CLERK OF COURT**
**ROBERT SHEMWELL**

**BY: /s/OUIDA N. MCMULLEN**
**DEPUTY CLERK**

**GEORGE EAMES and PATSY SMOTHERS EAMES**
**Plaintiffs-Appellants**

**v.**

**UNITES STATES OF AMERICA**
**SMALL BUSINESS ADMINISTRATION**
**Defendant-Appellee**

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## LEGAL NOTICES

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### UNITED STATES MARSHAL'S SALE

In the United States District Court for the Western District of Louisiana, Alexandria Division.

**USA**

**VS.**

**GEORGE EAMES AND PATSY SMOTHERS EAMES,**

**C.A. No. 93-0916**

By virtue of a writ of execution to me directed by said Court, in the above entitled suit, notice is hereby given that I will sell at public auction to the last and highest bidder, for cash with benefit of apraisal, at the principal front door of the Courthouse of the Parish of Concordia, Vidalia, Louisiana, on Wednesday, December 7, 1994, beginning at 10:00 a.m.,

the following described property, located at 1245 Louisiana Avenue, Ferriday, Louisiana, to-wit:

THE NORTHERNMOST ONE-HALF of the following described property to-wit:

N/2 and N/2 of SW/4 East of Tensas River; NW/4 of SE/4 Section 13, T8NR7E; and NW/4 Section 18, T8NR8E, Concordia Parish, Louisiana, containing 450 acres more or less.

The Southerly boundary of the northernmost one-half of the above described property is a line parallel to and a sufficient distance south of the north line of Section 13, T8NR7E, and the north line of Section 18, T8NR8E, so as to include in the northernmost one-half a total of 225 acres, more or less, Concordia Parish.

To pay and satisfy judgment rendered in this suit in favor of the Plaintiff, the United States of America, and against the defendants, George Eames and Patsy Smothers Eames, in the amount stated in said writ, together with interest and for all costs. Prospective bidders may be required to register with the deputy marshal prior to the sale and show proof of financial ability to bid.

**J.R. Oakes**
**U. S. Marshal**
**Western District of Louisiana**
11/2,9,16,23

App. 8

IN THE UNITED STATES SUPREME COURT
FOR THE FIFTH DISTRICT
Certificate of Mailing

I certify that a copy of the foregoing appeal was mailed to the following on March 21, 1996:

Mr. Robert A. Thrall
Assistant U.S. Attorney
United States Courthouse
300 Fannin Street, Suite 3201
Shreveport, La. 71101-3068

Mr. John A. Broadwell
Chief - Civil Division
Assistant U.S. Attorney
United States Courthouse
300 Fannin Street, Suite 3201
Shreveport, La. 71101-3068

George Eames

GEORGE EAMES
IN PROPER PERSON

Patsy Smothers Eames

PATSY SMOTHERS EAMES
IN PROPER PERSON